

BILL NO. S-88-06-06 AS AMENDED

SPECIAL ORDINANCE NO. S- 91-88

AN ORDINANCE approving the awarding of Reference #1339 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Traffic One and Traffic Signal Co., Inc. for the Traffic Engineering Department.

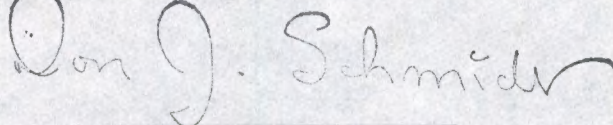
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1339 between the City of Fort Wayne, by and through its Department of Purchasing and Traffic One and Traffic Signal Co. for the Traffic Engineering Department respectfully for:

the purchase of nine (9) traffic signal controller units and cabinets for the traffic signal modernization and controller replacement projects for the Traffic Engineering Department;

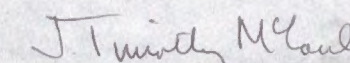
involving a total cost of Forty-Four Thousand Two Hundred Ninety-Two Dollars (\$44,292.00) - (Traffic One - \$24,908.00; Traffic Signal Co., Inc. - \$19,384.00), all as more particularly set forth in said Reference #1339 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

BID REFERENCE NO. 1339
TRAFFIC CONTROLLERS
TRAFFIC ENGINEERING

DESCRIPTION	QTY	UNIT	TRAFFIC SIGNAL	CARRIER & GABLE	TRAFFIC ONE
8 PHASE/PCAB	3	EA	\$6,950.00	\$20,850.00	\$6,422.00 \$19,266.00 \$5,180.00 \$15,540.0
4 PHASE/PCAB	1	EA	\$5,795.00	\$5,795.00	\$5,603.00 \$5,603.00 \$4,780.00 \$4,780.0
4 PHASE/MCAB	1	EA	\$5,495.00	\$5,495.00	\$5,326.00 \$5,326.00 \$4,588.00 \$4,588.0
MASTER CONTR	1	EA	\$5,395.00	\$5,395.00	\$4,348.00 \$4,348.00 N/B \$0.0
SECOND CONTR	1	EA	\$4,489.00	\$4,489.00	\$4,167.00 \$4,167.00 N/B \$0.0
CONTR. MONIT	2	EA	\$4,750.00	\$9,500.00	\$5,573.00 \$11,146.00 N/B \$0.0
TOTAL:			\$51,524.00	\$49,856.00	\$24,908.0

MEMORANDUM

TO: GLORIA GOEGLEIN - PURCHASING DEPARTMENT

FROM: WALT STOUT - TRAFFIC ENGINEERING

DATE: JUNE 3, 1988

SUBJECT: TRAFFIC SIGNAL CONTROLLERS BID REF. NO. 1339

Please be advised we have reviewed all submitted bids for the purchase of traffic signal controllers and are recommending the bids be awarded as follows:

The following items should be awarded to Traffic One, who was the low bidder.

1. 3 Eight (8) Phase, Fully Actuated, Solid State Micro-Processor Based Traffic Signal Controller, Mounted in a Type "P" Cabinet

@ \$5,180.00/ea

TOTAL \$15,540.00

2. 1 Four (4) Phase, Fully Actuated, Solid State Micro-Processor Based Traffic Signal Controller, Mounted in a Type "P" Cabinet

@ \$4,780.00

TOTAL \$ 4,780.00

3. 1 Four (4) Phase, Fully Actuated, Solid State Micro-Processor Based Traffic Signal Controller, Mounted in a Type "M" Cabinet

@ \$4,588.00

TOTAL \$4,588.00

TOTAL AWARD \$24,908.00

The following items should be awarded to Traffic Signal Company, Inc.

1. 2 Solid State Digital Pre-timed Controller with external Conflict Monitor and Computer Communications Unit, Mounted in Type "G" Cabinet with Slipfitter for Pedestal Mounts

@ \$4,750.00/EA

TOTAL \$9,500.00

2. 1 Solid State, Digital Pre-timed
Master Controller, Mounted in
Type "G" Cabinet

TOTAL \$5,395.00

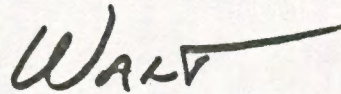
3. 1 Solid State, Digital Pre-timed
Secondary Controller, Mounted in
"G" Cabinet

TOTAL \$4,489.00

TOTAL AWARDED \$19,384.00

It should be noted that Traffic Signal Company, Inc., was not the lowest bidder on items 2 and 3. Carrier & Gable, Inc., was the lowest bidder by \$1,369.00. However, if we purchased the equipment they bid, we would not have spare equipment in case of malfunction. We would, therefore, need to buy a spare control unit at a cost of \$1,650.00. This additional expense would be \$281.00 more than the total bid of the required equipment as submitted by Traffic Signal Company, Inc. We are, therefore, recommending the bid be awarded to Traffic Signal Company, Inc., since we have compatible equipment that would not cause additional expense.

At your earliest convenience, would you please initiate the necessary Purchase Requisition No. 8TED-053A and B, for the purchase of materials as listed. Thank you for your prompt attention to this matter. Please let me know when I must appear before City Council.



Walt Stout

WS:fjm

cc: Elenore Petroff
Dottie Hanneman
Steve Davis
Doug Hilkey
File (3)

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1339

DATE May 4, 1988

DUE DATE Tuesday, May 24, 1988 at 11:15 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:15 o'clock A.M. on the day of Tuesday, May 24, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Nine (9) Traffic Controllers for the Traffic Engineering Dept.

BID BOND REQUIRED	NO <u> </u>	YES <u> X </u>	AMOUNT <u> 5% </u>
PERFORMANCE BOND REQUIRED BY SUCCESSFUL BIDDER	NO <u> X </u>	YES <u> </u>	AMOUNT <u> </u>

AFFIRMATIVE ACTION

On file with the City of Fort Wayne ✓ Attached to this document

Prompt payment discounts will be allowed as follows: %
if paid within days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

TRAFFIC ONE INC
Name of Company

By Thomas C. Manning Agent
(signature)

Address 307 E Yoder Rd

City Fort Wayne IN 46819

PROPOSAL

The undersigned bidder agrees to furnish to City of Fort Wayne Traffic Bear Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that

stated herein, except those specified "No Bid"

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

Dept. of Purchases of said Fort Wayne, Indiana
(Board or Trustee) (Gov't. Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

In testimony whereof the bidder has hereunto set (his) 23rd day of
MAY, 1988

By Thomas A. Manny
Agent or Individual Member of Firm or

Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

..... Fort Wayne Indiana 23 MAY 19 81
To Dept. of Purchases Fort Wayne, IN.
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

..... City Purchasing Fort Wayne, IN
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
	3	ea	8 Ø Fully Actuated per Fort Wayne Spec.	5180 ⁰⁰	15540 ⁰⁰
	1	ea	4Ø " " " "	4780 ⁰⁰	4780 ⁰⁰
	1	ea	4Ø " " " "	4588	4588 ⁰⁰
	1	ea	Pre timed Master " " "	No Bid	
	1	ea	Secondary Controller " " "	No Bid	
	2	ea	Pre timed Controller for Computer Control	No Bid	

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA { ss:
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by any one at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

TRAFFIC ONE INC
Thomas A. Murray Treas
Bidder or Agent

Subscribed and sworn to before me this 23rd day of May, 1988

My Commission Expires

7-16-90

Sally A. Snell
Sally A. Snell

ACCEPTANCE OF PROPOSAL AS CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the of
Board or trustee
....., Indiana as to classes or items
Gov't. Unit

Such acceptance to operate as a contract binding such
Gov't. Unit

Dated this day of, 19.....

Attest:

Board or Trustee

Official Title

Gov't. Unit

INSTRUCTIONS TO BIDDERS

DELIVERY

DELIVERY OF ALL ITEMS STATED UPON THE PURCHASE ORDER SHALL BE GUARANTEED TO BE COMPLETED WITHIN SIXTEEN (16) WEEKS AFTER THE DATE OF THE PURCHASE ORDER.

PRICE INVOICING

PRICES QUOTED TO REMAIN IN EFFECT FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE BID OPENING. PRICES SHALL INCLUDE ALL DELIVERY CHARGES. INVOICES MUST BE SUBMITTED TO THE USING DEPARTMENT TOGETHER WITH THE CITY'S STANDARD CLAIM FORM.

AWARD

THE CITY RESERVES THE RIGHT TO BREAK UP THE BID AND AWARD EACH ITEM SEPARATELY.

- | | | | |
|---|----|--|--|
| 3 | EA | EIGHT (8) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET | \$ <u>5180⁰⁰</u> \$ <u>15540⁰⁰</u> |
| 1 | EA | FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET | \$ <u>4780⁰⁰</u> \$ <u>4780⁰⁰</u> |
| 1 | EA | FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "M" CABINET | \$ <u>4588⁰⁰</u> \$ <u>4588⁰⁰</u> |
| 1 | EA | SOLID STATE DIGITAL PRE-TIMED MASTER CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND TIME CLOCK, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT. | \$ <u>No Bid</u> \$ |
| 1 | EA | SOLID STATE DIGITAL PRE-TIMED SECONDARY CONTROLLER WITH EXTERNAL CONFLICT MONITOR MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT. | \$ <u>No Bid</u> \$ |
| 2 | EA | SOLID STATE DIGITAL PRE-TIMED CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND COMPUTER COMMUNICATIONS UNIT, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT | \$ <u>No Bid</u> \$ |

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1339

DATE May 4, 1988

DUE DATE Tuesday, May 24, 1988 at 11:15 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:15 o'clock A.M. on the day of Tuesday, May 24, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Nine (9) Traffic Controllers for the Traffic Engineering Dept.

BID BOND REQUIRED NO YES X AMOUNT 5%

PERFORMANCE BOND REQUIRED NO X YES AMOUNT

BY SUCCESSFUL BIDDER

AFFIRMATIVE ACTION

On file with the City of Fort Wayne Attached to this document X

Prompt payment discounts will be allowed as follows: 2 %
if paid within 30 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

Traffic Signal Co. Inc.
Name of Company

By Floyd A. Tefline Jr. Agent
(signature) President

Address 14790 E. 136th St.

City Noblesville, In. 46060

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: Not controlled by MBE's or WBE's. Market & company size too small to afford much opportunity for this.
2. We have taken the following steps in an attempt to comply with these participation goals:
We have quoted thru Elliott Equipment on other bids. They are a WBE.

Contractor

Rayda. TKini Jr., President
Contractor

By _____
Its _____

By _____
Its _____

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 51,524⁰⁰. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

Within 8 to 10 Weeks after receipt of a Purchase Order

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ _____ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

6. Responsibility for Supplies. Except as otherwise provided in this contract, the contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point regardless of the point of inspection. After delivery to the City at the designated point and prior to the acceptance by the City or rejection and giving notice thereof by the City, the City shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of the officers, agents or employees of the City acting within the scope of their employment. The contractor shall bear all risk as to rejected supplies after notice of rejection except that the City shall be responsible for the loss or destruction, or damage to the supplies only as such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the City acting within the scope of their employment.

7. Notice of Delays. Should the contractor encounter delays in performance which may be excusable under the clause of General Provisions entitled "Termination For Default", he shall as a condition precedent to being relieved from liability for actual damages, liquidated damages and/or excess costs, notify the City Purchasing Agent in writing of the causes of any such delay immediately upon the beginning of the delay. As soon as possible after receipt of the contractor's notice of delay, the City Purchasing Agent will ascertain the facts and the extent of the delay, and extend the time for performance when in his/her judgment the facts justify such an extension. His/her findings of fact thereon shall be final and conclusive on the parties thereto, subject only to appeal within 30 days under the "Disputes" clause of this contract.

8. Design, Workmanship, and Materials. Equipment and/or supplies furnished under this contract shall be the latest design, as the same is now in production by the manufacturer. All materials used in the items furnished under this contract shall be new. Workmanship shall be of the highest quality and materials must be free of imperfections.

9. Shipping Provisions. All items shall be delivered F.O.B. destination unless otherwise stated. All costs of transportation from the shipping point or points to the destination shall be paid by the contractor and included in the price offered for furnishing the supplies. Full responsibility for all damages in transit shall be borne by the contractor.

~~XX~~ 10. Warranty. The contractor fully warrants all supplies for one year after acceptance by the City and shall repair any defects or problems occurring during that one year and resend or replace any supplies if repair is not feasible or convenient for the City.

INSTRUCTIONS TO BIDDERS

DELIVERY

DELIVERY OF ALL ITEMS STATED UPON THE PURCHASE ORDER SHALL BE GUARANTEED TO BE COMPLETED WITHIN SIXTEEN (16) WEEKS AFTER THE DATE OF THE PURCHASE ORDER.

PRICE INVOICING

PRICES QUOTED TO REMAIN IN EFFECT FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE BID OPENING. PRICES SHALL INCLUDE ALL DELIVERY CHARGES. INVOICES MUST BE SUBMITTED TO THE USING DEPARTMENT TOGETHER WITH THE CITY'S STANDARD CLAIM FORM.

AWARD

THE CITY RESERVES THE RIGHT TO BREAK UP THE BID AND AWARD EACH ITEM SEPARATELY.

3	EA	EIGHT (8) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	\$ 6,950 ⁰⁰	\$ 20,850 ⁰⁰
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	\$ 5,795 ⁰⁰	\$ 5,795 ⁰⁰
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "M" CABINET	\$ 5,495 ⁰⁰	\$ 5,495 ⁰⁰
1	EA	SOLID STATE DIGITAL PRE-TIMED MASTER CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND TIME CLOCK, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	\$ 5,395 ⁰⁰	\$ 5,395 ⁰⁰
1	EA	SOLID STATE DIGITAL PRE-TIMED SECONDARY CONTROLLER WITH EXTERNAL CONFLICT MONITOR MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	\$ 4,489 ⁰⁰	\$ 4,489 ⁰⁰
2	EA	SOLID STATE DIGITAL PRE-TIMED CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND COMPUTER COMMUNICATIONS UNIT, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT	\$ 4,750 ⁰⁰	\$ 9,500 ⁰⁰
			Total \$ 51,524 ⁰⁰	

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Traffic Signal Co. Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Traffic Signal Co., Inc.
_____, that Traffic Signal Co., Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 23rd day of May, 1988.

Traffic Signal Co. Inc.
(Name of Bidder/Vendor)

Floyd A. Teleni Jr., President
(Name and Title of Person Signing)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA } ss:
Hamilton COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by any one at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Traffic Signal Co. Inc.
G. A. Thair Jr., President
Bidder or Agent

Subscribed and sworn to before me this 23rd day of May, 1988

My Commission Expires

3/1/91

Marjorie A. Kline

MARJORIE A. KLINE
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. MAR. 1, 1991

ACCEPTANCE OF PROPOSAL AS CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the of
Board or trustee
....., Indiana as to classes or items
Gov't. Unit

Such acceptance to operate as a contract binding such
Gov't. Unit

Dated this day of, 19.....

Attest:

Board or Trustee

Official Title

Gov't. Unit

BID, OFFER OR PROPOSAL

on

**MATERIAL OR MATERIALS, EQUIPMENT,
GOODS OR SUPPLIES**

To Ft. Wayne Indiana May 23rd, 1988
Department of Purchasing, City of Ft. Wayne
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of.....

Dept. of Purchasing City of Ft. Wayne
state name official position and municipality

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
			As Listed on Page PS-20 of the Invitation for Bids on Bid Reference # 1339 to be opened May 24, 1988		51,524

IF MORE SPACE IS NEEDED, ATTACH SEPARATE SHEET

PROPOSAL

The undersigned bidder agrees to furnish to..... City of Ft Wayne
Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that

stated herein, except
.....
.....

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remain a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

..... Dept. of Purchasing of said City of Ft Wayne, Indiana
(Board or Trustee) (Gov't. Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

(his)
In testimony whereof the bidder has hereunto set (their) hand (s) this 23rd day of
..... May, 19 88

By Donald A. Fleming Jr. President
Agent or Individual Member of Firm or
..... Traffic Signal Co. Inc.
..... 14790 E. 136th St.
..... Nobleville, In. 46060
.....
Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

RELIANCE INSURANCE COMPANY

HOME OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS

A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, THAT WE TRAFFIC SIGNAL COMPANY, INC.
14790 E. 136th Street
NOBLESVILLE, INDIANA 46060

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF FT. WAYNE

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF MAXIMUM AMOUNT BID

Dollars (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for TRAFFIC CONTROLLERS REF #1339

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th

day of May

A.D. 19 88

Jed A. Dahlerson
(Witness)

Alfred A. Teleni Jr.
(Principal) (Seal)

President
(title) Traffic Signal Company, Inc.

RELIANCE INSURANCE COMPANY

Judy A. Lamm
Judy A. Lamm, Attorney-in-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint **Herbert J. Spier, Jr., John S. Null, Judy A. Lamm, Donald R. Brown and Cynthia St. John**, individually, of Indianapolis, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 25th day of September 1984.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 25th day of September, 1984, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marchstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 24th day of May

19 88



Assistant Secretary

3. EMPLOYMENT POLICIES AND PRACTICES

AFFIRMATIVE ACTION PROGRAM

Traffic Signal Company, in recognition of its responsibility not only to its customers and employees, but also to the communities in which it operates, reaffirms its policy in regard to hiring qualified applicants and treating employees during their employment without regard to race, creed, religion, color, sex, age or national origin. In carrying out this responsibility:

1. We will recruit, hire and promote for all job classifications without regard to race, creed, religion, color, sex, age or national origin is a bona fide occupational qualification. Coverage of this program extends to the physically and mentally handicapped and to disabled verterans and veterans of the Vietnam Era.
2. We will base decisions on employment solely upon an individual's qualifications for the position available.
3. We will make promotional decisions based on the individual's qualifications as related to the position for which he or she is being considered.
4. We will insure that all other personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs and Company sponsored training will be administered without regard to race, creed, religion, color, sex, age or national origin.

The successful achievement of a non-discriminatory employment program requires a maximum of cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obliged to lead the way by establishing and implementing affirmative procedures and practices which will insure our objective namely, equitable opportunity for all.

EMPLOYEE RELATIONS POLICY

It is our Policy . . .

- To pay all employees adequately for services rendered.
- To maintain reasonable hours of work and safe working conditions.
- To provide continuous employment consistent with business conditions.
- To place all employees in the kind of work best suited to their abilities.
- To help each individual to progress in the Company's service.
- To aid employees in times of need.
- To accord to each employee the right to discuss freely with executives any matters concerning his or her welfare or the Company's interest.
- To carry on the daily work in a spirit of friendliness.

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1339

DATE May 4, 1988

DUE DATE Tuesday, May 24, 1988 at 11:15 A.M.

SUBMISSION OF BIDS Sealed bids will be received by the City of Fort Wayne, in the State of Indiana, hereinafter "The City" until 11:15 o'clock A.M. on the day of Tuesday, May 24, 1988, at the Office of the Purchasing Agent, Room 350, in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Nine (9) Traffic Controllers for the Traffic Engineering Dept.

BID BOND REQUIRED NO YES X AMOUNT 5%

PERFORMANCE BOND REQUIRED NO X YES AMOUNT

BY SUCCESSFUL BIDDER

AFFIRMATIVE ACTION

On file with the City of Fort Wayne Attached to this document X

Prompt payment discounts will be allowed as follows: -0- %
if paid within days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

Carrier & Gable, Inc.
Name of Company
By William L. Murphy
W. L. Murphy/lt Agent
(signature)

Address 24110 Research Drive
City Farmington Hills, MI 48024

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

Contractor

Contractor

By _____

By _____

Its _____

Its _____

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

6. Responsibility for Supplies. Except as otherwise provided in this contract, the contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point regardless of the point of inspection. After delivery to the City at the designated point and prior to the acceptance by the City or rejection and giving notice thereof by the City, the City shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of the officers, agents or employees of the City acting within the scope of their employment. The contractor shall bear all risk as to rejected supplies after notice of rejection except that the City shall be responsible for the loss or destruction, or damage to the supplies only as such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the City acting within the scope of their employment.

7. Notice of Delays. Should the contractor encounter delays in performance which may be excusable under the clause of General Provisions entitled "Termination For Default", he shall as a condition precedent to being relieved from liability for actual damages, liquidated damages and/or excess costs, notify the City Purchasing Agent in writing of the causes of any such delay immediately upon the beginning of the delay. As soon as possible after receipt of the contractor's notice of delay, the City Purchasing Agent will ascertain the facts and the extent of the delay, and extend the time for performance when in his/her judgment the facts justify such an extension. His/her findings of fact thereon shall be final and conclusive on the parties thereto, subject only to appeal within 30 days under the "Disputes" clause of this contract.

8. Design, Workmanship, and Materials. Equipment and/or supplies furnished under this contract shall be the latest design, as the same is now in production by the manufacturer. All materials used in the items furnished under this contract shall be new. Workmanship shall be of the highest quality and materials must be free of imperfections.

9. Shipping Provisions. All items shall be delivered F.O.B. destination unless otherwise stated. All costs of transportation from the shipping point or points to the destination shall be paid by the contractor and included in the price offered for furnishing the supplies. Full responsibility for all damages in transit shall be borne by the contractor.

~~XX~~ 10. Warranty. The contractor fully warrants all supplies for one year after acceptance by the City and shall repair any defects or problems occurring during that one year and resend or replace any supplies if repair is not feasible or convenient for the City.

INSTRUCTIONS TO BIDDERS

DELIVERY

DELIVERY OF ALL ITEMS STATED UPON THE PURCHASE ORDER SHALL BE GUARANTEED TO BE COMPLETED WITHIN SIXTEEN (16) WEEKS AFTER THE DATE OF THE PURCHASE ORDER.

PRICE INVOICING

PRICES QUOTED TO REMAIN IN EFFECT FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE BID OPENING. PRICES SHALL INCLUDE ALL DELIVERY CHARGES. INVOICES MUST BE SUBMITTED TO THE USING DEPARTMENT TOGETHER WITH THE CITY'S STANDARD CLAIM FORM.

AWARD

THE CITY RESERVES THE RIGHT TO BREAK UP THE BID AND AWARD EACH ITEM SEPARATELY.

3	EA	EIGHT (8) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	\$ 6422.00	\$ 19266.00
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "P" CABINET	\$ 5603.00	\$ 5603.00
1	EA	FOUR (4) PHASE, FULLY ACTUATED SOLID STATE MICRO-PROCESSOR BASED TRAFFIC SIGNAL CONTROLLER, MOUNTED IN A TYPE "M" CABINET	\$ 5326.00	\$ 5326.00
1	EA	SOLID STATE DIGITAL PRE-TIMED MASTER CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND TIME CLOCK, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	\$ 4348.00	\$ 4348.00
1	EA	SOLID STATE DIGITAL PRE-TIMED SECONDARY CONTROLLER WITH EXTERNAL CONFLICT MONITOR MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT.	\$ 4167.00	\$ 4167.00
2	EA	SOLID STATE DIGITAL PRE-TIMED CONTROLLER WITH EXTERNAL CONFLICT MONITOR AND COMPUTER COMMUNICATIONS UNIT, MOUNTED IN TYPE "G" CABINET WITH SLIPFITTER FOR PEDESTAL MOUNT	\$ 5573.00	\$ 11146.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Carrier & Gable, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Carrier & Gable, Inc.
_____, that Carrier & Gable, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 23rd day of May, 19 88.

Carrier & Gable, Inc.
(Name of Bidder/Vendor)

William L. Murphy
William L. Murphy, Business Manager
(Name and Title of Person Signing)

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Carrier & Gable, Inc.

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of Michigan

as Surety, are held and firmly bound unto
City of Fort Wayne, Indiana
1 Main Street, Room 350
Fort Wayne, Indiana, 46802

(hereinafter called the Obligor) in the penal sum of Five Percent of the Accompanying Bid Dollars (\$ 5%)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated May 23, 19 88, for

Providing traffic signal controllers
Bid - \$50,000.00

Sent to Michigan branch office on 5-23-88.

NOW, THEREFORE, if the Obligor shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligor in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligor against any loss the Obligor may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this 23 day of May, 19 88

Carrier & Gable, Inc.

(Principal)

By

THE OHIO CASUALTY INSURANCE COMPANY

By

Attorney-in-Fact

Janice L. Thelie

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 22-246

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Janice L. Thele - - - - - of Birmingham, Michigan - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE HUNDRED THOUSAND - - - - - (\$ 500,000.00 - - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 24th day of April 19 86.

(Signed)

Asst. Secretary

STATE OF OHIO,
COUNTY OF BUTLER

} SS.

On this 24th day of April A. D. 19 86 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Thomas W. Hildebrand, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed)

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 23 day of May A.D. 19 88



Assistant Secretary

CARRIER & GABLE, INC.

MANUFACTURERS' REPRESENTATIVES

ONE NORTHLAND PLAZA—SUITE 908
20755 GREENFIELD RD.
SOUTHFIELD, MICHIGAN 48075

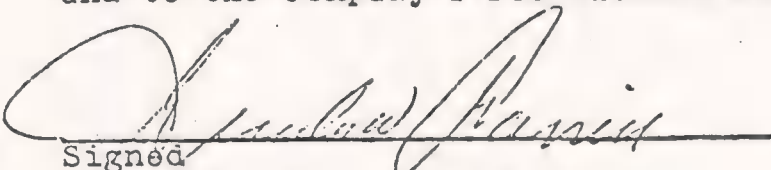
POLICY ON EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of CARRIER & GABLE, INC. to promote equal opportunity for all qualified employees and applicants for employment and to prohibit discrimination in employment because of race, creed, color, national origin, sex, handicap, age, or marital status. The company will work to ensure fair and equitable treatment of all employees and applicants in recruitment, employment, promotions, demotions, transfers, layoff, and terminations.

The company has prepared and will implement an affirmative action plan to ensure that all employment decisions are made to further our commitment to equal employment. This plan requires that, among other things, only valid criteria be used in making personnel decisions.

Supervisory staff is expected to comply with both the letter and spirit of this policy. Employees feeling that they have been the victim of discriminatory action should feel free to contact this office or the office of the Equal Employment Officer.

This policy will be distributed to all company departments, and to the company's recruitment sources.


Signed
Gerald Carrier, President
Carrier & Gable, Inc.

11-2-76
Date

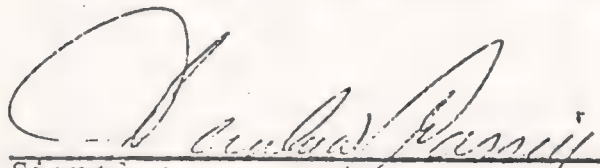
CARRIER & GABLE, INC.

MANUFACTURERS' REPRESENTATIVES .

ONE NORTHLAND PLAZA — SUITE 903
20755 GREENFIELD RD.
SOUTHFIELD, MICHIGAN 48075

METHODS TO ACHIEVE GOALS

In order to achieve the stated goals, the company will utilize recruitment agencies and part-time help agencies as well as local newspaper ads and include the words "An Equal Opportunity and Affirmative Action Employer" on all job notices and advertisements. It is or feeling the the present part-time clerical would become full-time and a new part-time will be added as required. This need for another full-time and a possible part-time depends on the business outlook and workload that develop in the next twelve months. It is possible that we will be able to handle all increases in business and workload with the present staff.



Signed
Gerald Carrier, President
Carrier & Gable, Inc.

11-2-76
Date

Eagle Signal Controls

Traffic Control Equipment

Controller Specification



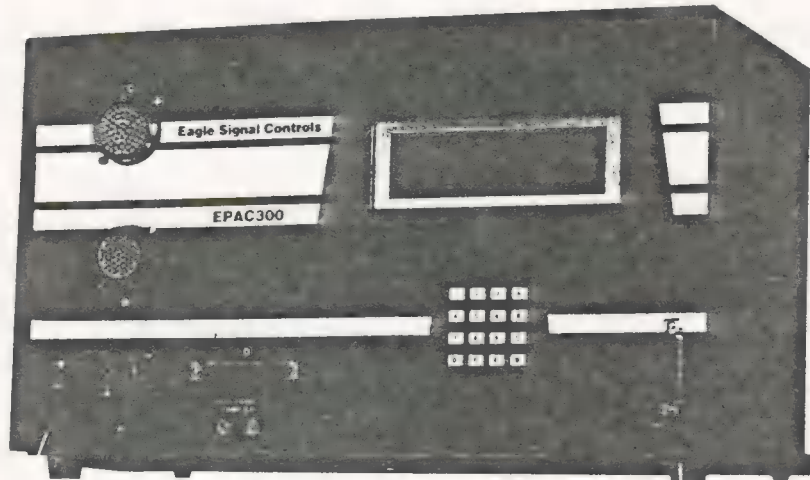
EPAC300™

Eight Phase Actuated Controller

THE EPAC300 Series Controller Unit is a Fully Actuated Two to Eight Phase Traffic Controller Unit with a full complement of operational, programming, and diagnostic capabilities.

The EPAC300 Series Controller Unit EXCEEDS NEMA TS1-1983 standards for fully actuated, traffic controller units.

The EPAC300 Series Controller Unit provides a standard English Language Operator Interface improving efficiency and reducing errors. With internal historical data and full flexibility without the addition of hardware, the EPAC300 is a fully capable user-friendly controller.



Features:

• General Features:

- Exceeds NEMA TS1-1983 standards for traffic controllers
- Front panel multi-line alpha-numeric display for all operational parameters and states
- Fully prompted, menu driven programmability
- EEPROM memory
- Modular hardware design
- Internal diagnostics with automatic and operator initiated verification of
 - a. memory
 - b. processor operators
 - c. individual inputs and outputs
 - d. keyboard
 - e. display

• Per Phase Features:

- Cars Before Reduction
- Extended Flashing Ped Clearance
- Actuated Rest-In-Walk
- Soft Vehicle Recall
- Selective Phase Omit
- Selective Phase Yellow Omit
- Conditional Service
- Detector (Stretch, Delay, and Switch)

• Per Unit Features:

- Programmed (Remote) Flash
- Exclusive Ped Service (Phase 9)
- Ring Configurations (To 4 Rings)
- Start-Up Flash or All Red
- Remote Sequence Modifiers (16)
- Timed Trailing Overlaps
- Overlap Green/Yellow Omit
- Auto Timing Of Ped Clear
- Resident Diagnostics
- Parameter Print Out
- Unit-To-Unit Transfer

• Coordination:

- 4 Dial/4 Split/3 Offset
- 48 Traffic Patterns
- 3 Offset Correction Modes
- Transition Cycles
- Auto Permissives (Vehicle and Pedestrian)
- Sync Monitoring
- Manual Control
- Input Monitor (Walk Rest Modifier, Manual Control Enable, Stop Time, Remote Flash)
- Dial/Split To Dial/Split Copy

• Time Base:

- Primary Plus Two Alternate Weeks
- 90 Alternate Days
- 180 Event Capacity
- Dimming (per Phase by Phase Output)
- Auxiliary Outputs

• Preemption:

- Four Preempt Sequences With
 - a. Delay and Duration (Multiple Runs)
 - b. Programmable Sequence
 - c. Programmable Flash Override
 - d. Programmable Priority

• Special Features:

- Eight System Detector/Coordination Inputs
- Detector Diagnosis
- Detector Assignments
- Speed Report
- Measurements Of Effectiveness
 - a. Green Utilization
 - b. Time Waiting
 - c. Cars Waiting
 - d. Volume
- Monitor and Log Alarm/Events
- Remote Selected Special Functions
- Remote "Manual" Overrides
- TBC On Loss Of Communications
- Upload and Download Data
- Communications

Eagle Signal Controls

Division of Wickes Manufacturing Company
8004 Cameron Road, Austin, Texas 78753 U S A 512 837-8300

Hardware Design:

The EPAC300 Series Controller Unit is designed for efficient operation and ease of maintenance. The chassis is of metal and is designed for easy access to the three boards for easy testing without disassembly or extender boards. Inside the EPAC300 there are minimum components for maximum reliability. Maintenance and troubleshooting, when required, is enhanced utilizing the internal diagnostics program. All connectors are front panel mounted.

Displays:

The EPAC300 display provides true visibility into program entries, timers, and status of intersection operation. Related parameters are visible simultaneously making verification straight forward. The upper left corner identifies the display and the lower line identifies cursor control and forward/backward menu selection. An adjustable stand raises the front of the unit for comfortable programming and viewing.

The EPAC300 display will present current real-time status of up to six active timers and/or states per ring for two rings simultaneously.

Programmability:

All programming is via a front panel keyboard and LCD display. Programming is easy and error free due to the English Language Menus. Within a menu, each parameter may be viewed and a cursor movement to that parameter makes changes easy and error free.

Memory:

To insure the accuracy of traffic control parameters, even during power outages, EEPROM technology is

used to retain all timing and control parameters. No batteries are required for retention of traffic parameters. Models which include Event Logging and a Time Base clock utilize RAM memory for those functions with battery support.

Coordination:

Internal coordination is a highly flexible program operating within the EPAC300. Sixteen different timing programs may be selected (one for each dial/split combination) with three offsets in each. Coordination settings and activity can be monitored and controlled. Included are multiple corrections and sync monitoring modes as well as input monitoring and easy to program menus to reduce the number of entries and the potential for errors.

Time Base Coordination

TBC contains automatic adjustment for leap year and daylight savings changes. It provides a minimum of 180 events each capable of requesting any of the 48 traffic control patterns, max 2 by Phase, omit by Phase, or three auxiliary events and dimming. TBC also provides the capability to program exception days and alternate weeks on a one time basis over a year in advance.

Security:

The EPAC300 provides for a user specified security code entry before data may be altered. This security code entry is never required in order to view any parameter. The EPAC300 also has the ability to disable security code entry requirements for perpetual access.

Diagnostics:

A resident diagnostic program is standard. In addition to the extensive displays to aid in intersection setup, monitoring, and operation, the resident diagnostic program enhances the maintenance and troubleshooting of the controller. Many of the diagnostic routines execute automatically and continually, verifying unit integrity. Diagnostic analysis is displayed and logged in English.

Automatic diagnostics begin at power up and continue as long as the unit is operating. Power up diagnostics include ROM, RAM, and Processor checks. Failures will result in the unit not enabling the Voltage Monitor output while the display shows messages such as "ERROR: RAM TEST."

Other features of the resident diagnostics program are available at the operator's request, and when combined with an input/output monitor provide total indication of unit operation. For trend analysis, the failures are logged with date and time and remain available for display as needed.

Warranty:

A standard Two Year Warranty from the date of Manufacture is provided.

Models:

EPAC300—An 8 Phase Basic Traffic Controller Unit

EPAC310—An 8 Phase Enhanced version for preemption (4), coordination, and Time Base Control

EPAC360—An 8 Phase Enhanced version for Communications with internal FCC certified modes (1200 baud)

Specifications:

Power Requirements:

Voltage: 95 to 135 VAC

Frequency: 57 to 63 Hz

Consumption: 25 Watts

Temperature Range: -30 F to +165 F

Physical Dimensions:

10.0"H x 17.4"W x 8.5"D

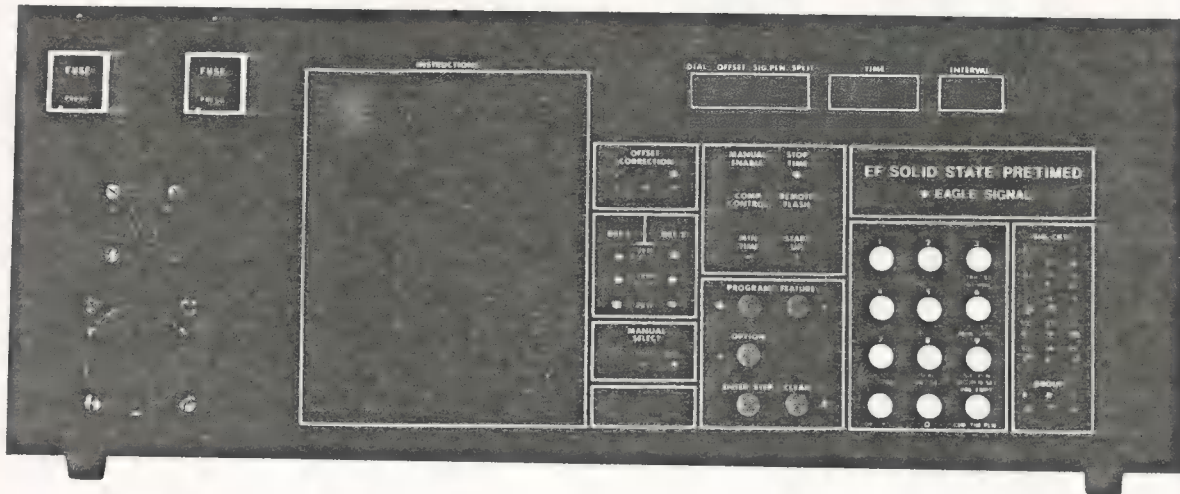
Weight: 14 Pounds

Eagle Signal Controls

Division of Wickes Manufacturing Company
8004 Cameron Road, Austin, Texas 78753 U.S.A. 512 837-8300

PRODUCT BULLETIN

EF140 Solid State Pretimed Traffic Controller



EF140 Description

The Eagle Signal EF140 is a solid-state pretimed controller. It is designed to provide extended functional capabilities beyond those functions associated with pretimed electromechanical controllers. The unit is shelf-mounted and features four dial functions, with four splits each, and three offsets available per dial/split function. The unit can be programmed for up to four signal plans plus preemption. Twenty-four signal circuits are standardly provided, with an option of up to 40 signal circuits.

The EF140 is designed to be used in conjunction with NEMA monitors, NEMA load switches, and actuated-style terminal facilities. It is specifically designed to give expanded pretimed control capabilities at newly-signalized intersections.

Operation

The EF140 pretimed controller will perform traffic control functions at isolated intersections, as part of a coordinated system, or as a master controller.

Signal plan data is stored in a programmable read only memory (PROM). Signal plan PROM data may be entered at the factory or from portable programmers. The signal plan PROM and timing data RAM (with back-up battery) are mounted on a plug-in circuit board which may be readily transferred to a replacement controller if necessary.

The signal plan is the program that establishes the sequence of the signal circuits. It also contains other operating information necessary to provide safe sequencing of the signal circuits during all operations, modes, and transitions.

Intersection timing data is entered from a convenient front panel keyboard. The panel displays cycle (dial) in effect; offset, signal plan, and split in effect; cycle time; and interval in effect. The user may enter or update cycle length timing (1-255 seconds per dial), offset, and split using the calculator-type keyboard.

The EF140 has a unique timing plan for each of its sixteen dial/split combinations. Each timing plan can be divided into 24 intervals. In addition, each timing plan has its own cycle length.

Timing data is stored in a random access memory (RAM). A long life battery will protect data during power interruptions.

Coordinated Operation

The EF140 receives AC inputs to select dial two, three or four. Offset synchronization is achieved using Short-way Seeking, Dwell or Dwell with Interrupt. Intervals



Eagle Signal Controls

10000 Eagle Signal Controls, Inc. 10000 Eagle Signal Controls, Inc.

may be preprogrammed for minimum timing during shortway offset synchronization. Reset (synch) is achieved through the de-energization of the appropriate reset line.

The EF140 is also available with time base coordination. The Time Base Control program outputs dial, split, offset, and signal plan commands to the basic coordinator program on a time of day, day of week, and month of year basis. Auxiliary and master line driver outputs are an additional capability.

The TBC provides a 99 year calendar for automatically determining the current day of week, day of month, month of year, and year. The calendar provides automatic compensation for leap years and daylight savings time.

A minimum of 180 different time base control events may be programmed over the 99 year time frame.

Time Base Control events are entered through the keyboard or transferred from another like equipped controller unit. Time Base settings and activity can be monitored on the controller unit numeric display and indicators.

Flashing Operation

The EF140 will enable in-cycle flashing operation for up to 40 signal circuits. Remote flashing operation will begin and end at preprogrammed intervals in conformance with MUTCD functional requirements. In addition, conflict flashing will begin immediately when the monitor senses conflicting signals, and the controller will go to the stop time mode. Finally, a start-up flashing operation will precede normal cyclic operation for up to 255 seconds.

SPECIFICATIONS

Power Requirements	95–135 Vac RMS 57– 63 Hertz	or	190–276 Vac RMS 47– 53 Hertz
Environmental Requirements	–30°F to 165°F –34°C to 74°C to 95% RH		
Timing	Time in seconds or portions thereof— Deviation not to exceed \pm 100 milliseconds from set value		
Size	7 ⁷ / ₁₆ "D x 17"W x 6 ¹ / ₂ "H Shelf mount		
Function	Timing plans (dial/split) Intervals Offsets Offset Seeking Signal Plans (Camshafts) Timing Entry Timing Storage Signal Plan	16 (\emptyset –255 seconds each) Up to 24 per signal plan 3 per timing plan Dwell, Dwell with Interrupt, or Short- way with programmed minimums. 4 Keyboard RAM with battery back-up PROM	
Signal Circuit Output	24 expandable to 40 Standard NEMA DC Output		

For more information, contact your local Eagle representative.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA { ss:
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by any one at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Carrier & Gable, Inc.
W. L. Murphy *William L. Murphy*
Bidder or Agent

Subscribed and sworn to before me this 23rd day of May, 1988

My Commission Expires

IDA D. MUCCIANTE
Notary Public, Oakland County, MI
My Commission Expires Oct. 18, 1988

IDA D. MUCCIANTE

ACCEPTANCE OF PROPOSAL AS CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the of
Board or trustee
....., Indiana as to classes or items
Gov't. Unit

Such acceptance to operate as a contract binding such
Gov't. Unit

Dated this day of, 19.....

Attest:

Board or Trustee

.....
Official Title

.....
Gov't. Unit

BID, OFFER OR PROPOSAL
on
**MATERIAL OR MATERIALS, EQUIPMENT,
GOODS OR SUPPLIES**

..... City of Fort Wayne Indiana May 23, 19 88
To City of Fort Wayne
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of.....

..... Walt Stout Traffic Engineer City of Fort Wayne
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
	3	ea.	Eight phase fully actuated solid state controller, P cabinet	6422.00	19266.00
	1	ea.	Four phase fully actuated solid state controller, P cabinet	5603.00	5603.00
	1	ea.	Four phase fully actuated solid state controller, M cabinet	5326.00	5326.00
	1	ea.	Solid state digital pre-timed master controller, G cabinet	4348.00	4348.00
	1	ea.	Solid state digital pre-timed secondary controller, G cabinet	4167.00	4167.00
	2	ea.	Solid state digital pre-timed secondary controller, G cabinet with computer communications	5573.00	11146.00

PROPOSAL

The undersigned bidder agrees to furnish to the City of Fort Wayne
Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in
compliance with all stipulations therein, and for the prices set opposite each item, and declares and represents
that the price herein charged for each and every article and thing named in this offer or bid is net, and that it is
fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than
that

stated herein, except None

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, dur-
ing the continuance of the contract sought hereunder, a less price than that stated herein, excepting market
changes, he consents that the difference shall be deducted from any sum due under said contract, or, if there be
none, that said difference may be recovered from him by appropriate action; and it is hereby agreed by this
bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder
further agrees that he will not, directly or indirectly, withdraw this bid from the office in which it is filed and that
the same shall in the manner and form in which it is made, become and remain a part of the public documents in
said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

Purchasing Dept. of said City of Fort Wayne, Indiana
(Board or Trustee) (Gov't. Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to
each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by
the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate
action upon said contract or bond or certified check, as the case may be, or either or both of them as provided
by law in similar cases.

(his)

In testimony whereof the bidder has hereunto set (their) hand (s) this 23rd day of
May, 1988

By William L. Murphy
W. L. Murphy
Agent or Individual Member of Firm or

Gerald W. Carrier, President
Ida Mucciante, Secretary
Officers of Corporation

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, in-
terlineations or alterations in the items specified will render such bid void as to class or items.

1 BILL NO. S-88-06-06

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving the awarding of
4 Reference #1339 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and Traffic
Signal Co., Inc. for the Traffic
Engineering Department.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA;

9 SECTION 1. That Reference #1339 between the City of
10 Fort Wayne, by and through its Department of Purchasing and
11 the Traffic Signal Co., Inc. for the Traffic Engineering
12 Department, respectfully for:

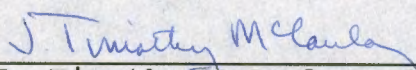
13 the purchase of nine (9) traffic signal
14 controller units and cabinets for the
15 traffic signal modernization and
controller replacement projects for the
Traffic Engineering Department;

16 involving a total cost of Nineteen Thousand Three Hundred
17 Eighty-Four and no/100 Dollars (\$19,384.00), all as more
18 particularly set forth in said Reference #1339 which is on
19 file in the Office of the Department of Purchasing, and is
20 by reference incorporated herein, made a part hereof, and is
21 hereby in all things ratified, confirmed and approved.

22 SECTION 2. That this Ordinance shall be in full force
23 and effect from and after its passage and any and all
24 necessary approval by the Mayor.

25 
26 _____
27 Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 J. Timothy McCaulay, City Attorney
32

Read the first time in full and on motion by Paul Helmke, seconded by Paul Helmke, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 6-14-88

Nadyla Escherff
SANDRA E. KENNEDY, CITY CLERK
Deputy

Read the third time in full and on motion by Paul Helmke, seconded by Paul Helmke, and duly adopted, placed on its passage. ~~PASSED~~ LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GIAQUINTA</u>	<u>✓</u>			
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			

DATED: 6-28-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-91-88
on the 28th day of June, 1988,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Don J. Schneider
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of June, 1988, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of July, 1988, at the hour of 2:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

*S-88-06-06
(as amended)*

DEPARTMENT REQUESTING ORDINANCE: Traffic Engineering

SYNOPSIS OF ORDINANCE: Traffic signal controllers and cabinets.

EFFECT OF PASSAGE: This expenditure would allow for the purchase of nine (9) traffic signal controller units and cabinets to be used for traffic signal modernization and controller replacement projects.

EFFECT OF NON-PASSAGE: Traffic signals must conform to state and federal regulations. They must function properly at all times. Failure to do so would create confusion, congestion and delay, and place the City in a liable position.

MONEY INVOLVED:

Traffic One \$24,908.00

Traffic Signal Co., Inc. \$19,384.00

SOURCE OF FUNDING:

Traffic Engineering

MVH Fund: 128-011-OFFC-4259

ASSIGNED TO COMMITTEE:

*Sold
6-28-88*

BILL NO. S-88-06-06 (as amended)

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the
awarding of Reference #1339 by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing
and Traffic One and Traffic Signal Co., Inc. for the
Traffic Engineering Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

[Signature]

DONALD J. SCHMIDT
CHAIRMAN

[Signature]

CHARLES B. REDD
VICE CHAIRMAN

[Signature]

SAMUEL J. TALARICO

[Signature]

JAMES S. STIER

JANET G. BRADBURY

CONCURRED IN

6-28-88

[Signature]

Sandra E. Kennedy
City Clerk